

A. G. Contract No. KR930109TRN
ECS File: JPA 93-07
Project: F-028-1(31)
Tracs: 360 MA 016 H 2207 01C
Section: State Route 360

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into 22 APRIL 1993
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF MESA, acting by and through its Mayor and City Council,
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the
City to landscape areas within the right of way on State Route
360 at the following location:

From centerline roadway station 865+00 to
centerline roadway station 1024+00, a net
distance of approximately 3.01 miles.

NO. <u>17499</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/22/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vincent Greenwald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval. Upon review and concurrence by the City the State will submit them to the Federal Highway Administration for approval.

2. After approval of the plans, the project will be constructed by the State, using State and federal funds apportioned to the State.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the State shall maintain the landscape and irrigation system generally within the areas of right of way under access control, including all labor, testing, adjusting, repairing and operation (excluding water) of the irrigation system, and shall furnish all electrical power necessary to operate that irrigation system.

6. After construction, the City shall maintain the landscape and irrigation system generally outside the areas of right of way under access control, including all labor, testing, adjusting, repairing and operation (including water) of the irrigation system, and shall furnish all electrical power necessary to operate that irrigation system.

7. The State and the City hereby agree to maintain the landscaping as designated on the Project Plans Maintenance Exhibit, which is attached hereto and made a part hereof. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project.

The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain the City's portion of said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Mesa
City Manager
55 North Center Street
Mesa, AZ 85211

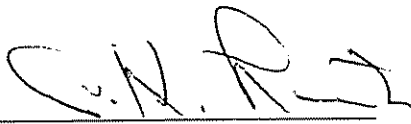
7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

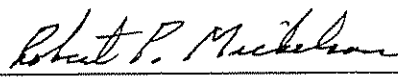
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

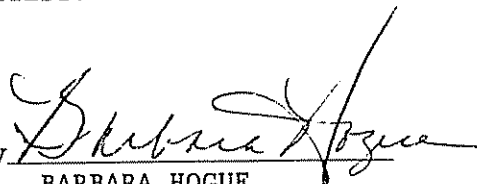
STATE OF ARIZONA

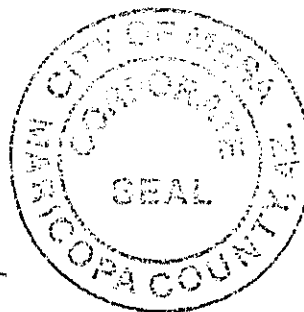
Department of Transportation

By 
CHARLES K. LUSTER
City Manager

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By 
BARBARA HOGUE
City Clerk

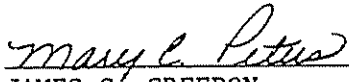


JPA 93-07

RESOLUTION

BE IT RESOLVED on this 15th day of January 1993, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Mesa for the purpose of defining responsibilities for the construction and maintenance of landscape and irrigation improvements to SR-360 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for JAMES S. CREEDON
Acting Director

RESOLUTION NO. 6527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF MESA WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

Section 1: That the agreement for the installation of landscaping improvements for the Superstition Freeway (State Route #360), from Power Road to Ellsworth Road, between the City of Mesa and the Arizona Department of transportation is hereby approved.

Section 2: That the City Manager is authorized and directed on behalf of the City of Mesa to execute the agreement and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 5th day of April, 1993.



ATTEST:

Sharon Figue
City Clerk

APPROVED:

Richard Wong
Mayor

JPA 93-07

APPROVAL OF THE MESA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF MESA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 7th day of April, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0109-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

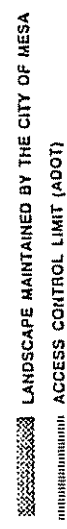
No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of April, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

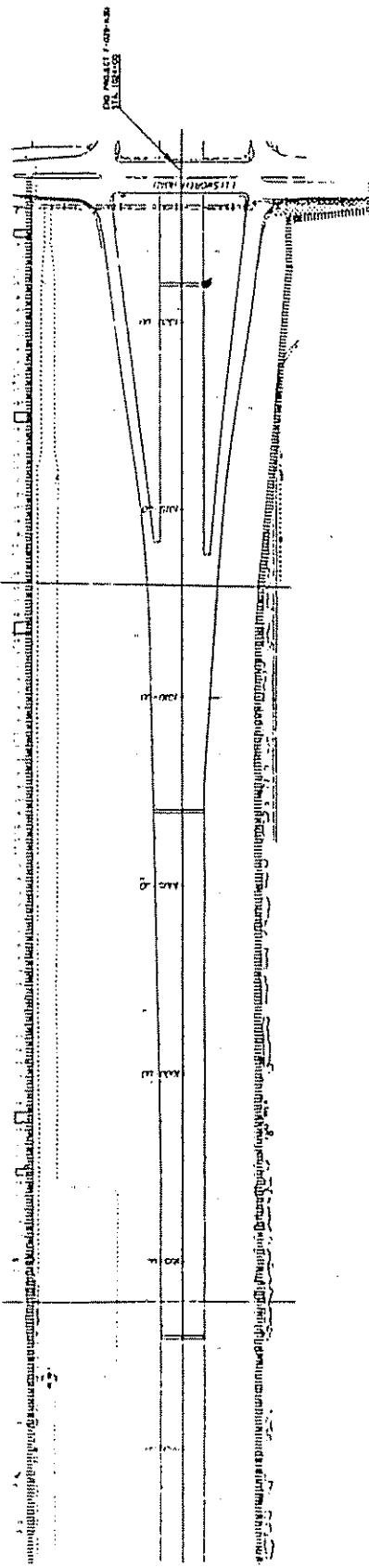
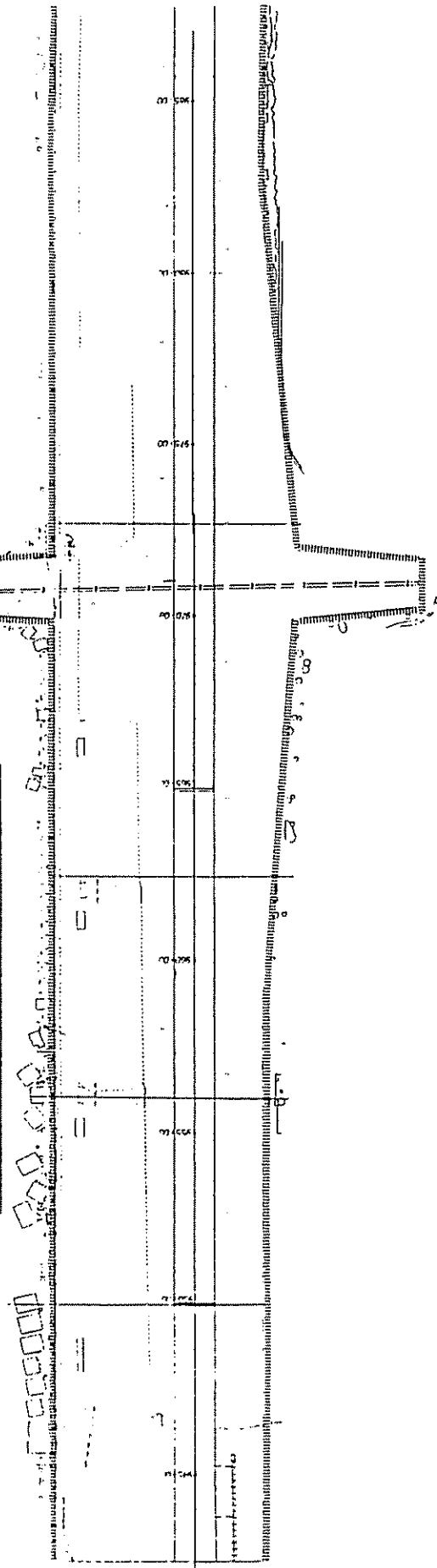
Page No.	File No.	Date	Time	Place
1	1	1	1	1



BRITISH STEELWORKERS' UNION
ROADSIDE DEVELOPMENT SERVICES
LANDSCAPING PLANS
POWER RD. - ELLSWORTH RD.

PROJECT PLANS MAINTENANCE AGREEMENT

DATE	11/11/11	PROJECT NO.	11111	DATE	11/11/11
BY	9	DATE	11/11/11	DATE	11/11/11



LANDSCAPE MAINTAINED BY THE CITY OF MESA
ACCESS CONTROL LIMIT (ADOT)

DATE	11/11/11	PROJECT NO.	11111
BY	9	DATE	11/11/11
ARIZONA DEPARTMENT OF TRANSPORTATION ROADSIDE DEVELOPMENT SERVICES LANDSCAPING PLANS POWER RD. - ELLSWORTH RD.			